

PURCHASE ORDER

1. Agency Name & No. <div style="text-align: center;"> TEXAS STATE LIBRARY & ARCHIVES COMMISSION </div> <div style="text-align: right;"> 306 </div> <p>Tax Exempt agency of the Texas State Government</p>	4. Purchase Order No. <div style="text-align: center;">306-16-8291</div>	12. HUB: <div style="text-align: center;">N/A</div>	13. Order Type: <div style="text-align: center;">Service</div>
2. Agency Billing Address <div style="text-align: center;"> **ACCOUNTING DEPARTMENT** Texas State Library & Archives Commission PO Box 12516 Austin, TX 78711-2516 Email invoices to: AP@tsl.texas.gov Phone: (512) 463-5473; Fax: (512) 475-0185 </div>	5. PCC E	14. Vendor Identification No: 15925034314	
<p>*VENDOR MUST REFERENCE PURCHASE ORDER NUMBER ON ALL INVOICES OR INVOICE WILL BE RETURNED TO VENDOR. THIS PURCHASE HAS BEEN DETERMINED TO BE THE "BEST VALUE."</p>	6. Current Document No.	15. Vendor Address: Enabling Technologies 1601 Northeast Braille Place Jensen Beach, FL 34957	
	7. Document (order) amt <div style="text-align: center;">\$585.00</div>	16. Vendor Contact Info: Patricia J. Kiefer Phone: (800) 777-3687 Fax: (800) 950-3687 Email: pkiefer@brailleur.com	
	8. REF DOC		
3. Destination of goods or service <div style="text-align: center;"> FOB Destination Receiving Dock, Room G-007 Texas State Library & Archives Commission 1201 Brazos Street Austin, TX 78701 </div>	9. Service Period or Expected Delivery Date: <div style="text-align: center;">1/31/2016 - 1/30/2017</div>	10. Agency Contact: Pam Rodriguez Phone: (512) 463-3037 Email: prodriguez@tsl.texas.gov Fax: (512) 475-3393	
	11. TSLAC Project Contact: Diana Rivera Email: drivera@tsl.texas.gov		Phone: (512) 463-2582

17. Description

Braille Printer Service Maintenance Agreement (SMA) for the period of January 31 , 2016 through January 30, 2017.

SMA Level: Silver, SMA is attached

Details of Braille Printer are included below.

Vendor is not to exceed the total amount listed on the PO without prior approval and amendment to this PO by the TSLAC Purchasing Department.

TSLAC Terms & Conditions and Invoicing Instructions are attached.

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
001	43111	16	7267	7054	\$585.00	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
1.	Romeo Pro - LE Wide, Single Sided Braille Embosser Serial Number: RPLEW0027T	939-60	1	Year(s)	\$585.00	\$585.00

Grand Total	\$585.00
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26. Legal Cites: TPASS Delegated Purchases as defined by TAC Title 34, Part 1, Chapter 20, Subchapter C, Rule §20.41

27. Division Tracking Number: TBP 16-65

Per Texas Tax Code 151.309, the Texas State Library and Archives Commission is a tax-exempt agency.

If you need further proof of this, please contact the Agency Contact in box #10.

Confirmation of receipt is required, please sign box #29 and return signed PO via email: purchasing@tsl.texas.gov or fax: (512) 475-3393.

28. Approval Signature	Date	29. Vendor Signature	Date
P. Rodriguez, CFP	11/27/2016		



Enabling Technologies

World's Leading Manufacturer of Braille Embossers

October 23, 2015

Texas State Library & Archives
1201 Brazos Street
Austin, TX 78701

RE: Service Maintenance Agreement (SMA)
ROMEO PRO - LE WIDE
Serial Number RPLEW0027T

Dear Sir/Madam:

This letter is to inform you that the Service Maintenance Agreement (SMA) on your Enabling Technologies Braille Embosser, referenced above, will expire in January.

If you choose to renew the SMA the new effective dates will be January 31, 2016 through January 30, 2017.

Enabling Technologies is pleased to offer you three different levels of SMA to choose from, as follows:

☒ Silver. The annual cost of the Silver Level SMA is \$585.00 . * The Silver Level includes one repair per annual SMA term.**

☐ Gold. The annual cost of the Gold Level SMA is \$875.00 . * The Gold Level includes two repairs per annual SMA term.**

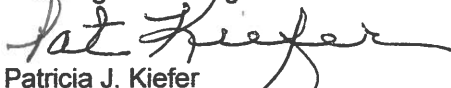
☐ Platinum. The annual cost of the Platinum Level SMA is \$1,275.00 . * The Platinum Level includes unlimited repairs per annual SMA term.**

If you wish to purchase the annual SMA then please review the attached "Service Maintenance Agreement Terms and Conditions". Choose the level of SMA you wish to purchase for your Enabling Technologies Braille Embosser referenced above by checking the line next to the appropriate level.

Please return this letter along (keep the SMA) with your check, purchase order or credit card information to Enabling Technologies at the address below. If you choose to renew the SMA then please return the requested information before the current SMA expires.

Thank you for the opportunity to provide you with this information. If you have any questions please feel free to contact me at 800-777-3687 Ext. 246 or via email at pattik@brailier.com. Thank you.

Sincerely,
Enabling Technologies



Patricia J. Kiefer
SMA Coordinator, Customer Support Group

*Price is predicated on payment in full at time of purchase.

**Please refer to page two of the attached Terms and Conditions for a complete description of the advantages of the three levels of SMA offered by Enabling Technologies.

October 23, 2015

CREDIT CARD INFORMATION

Credit Card Type _____

Card # _____

Expiration Date _____

For AMEX card: (a) Provide the "card ID number" located on the front of the card above and to the right of your account number.

(b) Also provide ID number located on the back of your card. The ID number is the last 3 digits on signature strip.

(a) _____ (b) _____

For MasterCard, Visa and Discover: Provide the card ID number which is located on the back of your card. It is the last 3 digits on the signature strip. _____

Name(s) exactly as it appears on the card.

Please provide billing address. This MUST match the address that your credit card company sends your monthly credit card statement to.

Please provide telephone number. This number MUST match the number that your credit card company has on file.



Enabling Technologies

Service Maintenance Agreement

Terms and Conditions

Enabling Technologies, Inc. (SERVICE PROVIDER) located at 1601 Northeast Braille Place, Jensen Beach, Florida 34957 USA, and the product owner (CUSTOMER), shall agree as follows:

RESPONSIBILITIES OF SERVICE PROVIDER

A. SERVICE PROVIDER agrees to provide and CUSTOMER agrees to accept Maintenance Service selected by CUSTOMER for factory depot repair and maintenance services (in-house at our factory) for the equipment (PRODUCT) during the Principal Period of Maintenance.

B. SERVICE PROVIDER or its designated assigns shall provide maintenance and repair services as outlined in the selected service plan in accordance with the limitations set forth in this agreement, provided that such maintenance and repair are not occasioned by the fault or negligence of CUSTOMER, by power failures or fluctuations, air conditioning failures, or shipping damage.

C. Only new standard parts or parts of equal quality shall be used in effecting repairs. Parts which have been replaced shall become the property of SERVICE PROVIDER.

D. SERVICE PROVIDER may install SERVICE PROVIDER'S specified engineering changes to minimize product failure at the time of repair at SERVICE PROVIDER'S expense.

E. SERVICE PROVIDER shall pay the shipping costs to return repaired PRODUCT to CUSTOMER upon completion of needed maintenance and repairs. This includes return shipment via standard GROUND service to the CUSTOMER within the United States including appropriate shipping insurance. If special or expedited shipping is requested, then additional charges will be billed to the CUSTOMER.

F. Upon completion of needed maintenance and repairs, SERVICE PROVIDER shall furnish a written record or summary of the parts which have been replaced for the PRODUCT.

G. For the entire period of this agreement SERVICE PROVIDER agrees to keep in force General Liability Insurance, Worker's Compensation Insurances and General Hazard Insurance covering SERVICE PROVIDER'S employees and facilities. SERVICE PROVIDER further agrees to provide General Hazard Insurance covering CUSTOMER'S PRODUCT while said PRODUCT is in the direct possession of SERVICE PROVIDER. This insurance does not cover any form of loss for PRODUCT not in the direct physical possession of SERVICE PROVIDER.

RESPONSIBILITIES OF CUSTOMER

A. CUSTOMER shall maintain site environmental conditions throughout the period of this Agreement in accordance with the specifications as outlined in the PRODUCT User's Manual.

B. CUSTOMER shall keep foreign objects off and out of the PRODUCT. Examples of foreign objects might be paper clips, staples, beverages or any other object that could fall or spill into the covered equipment. Damage caused by said foreign objects is not covered under this agreement and the cost of these repairs will become the responsibility of the CUSTOMER.

C. CUSTOMER shall promptly notify SERVICE PROVIDER'S Customer Support Department upon discovery of a PRODUCT failure. The CUSTOMER is responsible for performing the following functions in preparation for having a PRODUCT returned for service:

1. Perform all steps for self-test and troubleshooting specified in the PRODUCT User's Manual or requested by SERVICE PROVIDER'S support staff.
2. Provide in writing the current failure symptoms, model number and serial number and return shipping contact information. The return shipping information should include all necessary address information, contact person and contact telephone information.

3. Any charges for damages that may result from PRODUCT not being

returned in the original or equivalent protective packaging are the responsibility of the CUSTOMER. New packaging costs and any associated shipping expenses to send these materials to the CUSTOMER'S location are not part of this agreement and are the responsibility of the CUSTOMER.

4. When the CUSTOMER'S equipment is shipped to SERVICE PROVIDER'S factory, the CUSTOMER hereby agrees to pay all costs of shipping, handling, freight and full insurance for the value of the PRODUCT. Any damage caused by the shipping company is not covered under this agreement and will become the responsibility of the CUSTOMER.

5. SERVICE PROVIDER will accept receipt of the PRODUCT only at the designated factory location.

D. If CUSTOMER caused modifications to be made or accessories or devices not covered by this agreement to be added to the PRODUCT, then maintenance service will be supplied provided such modifications or attachments make it impractical for SERVICE PROVIDER to render maintenance service, in which case SERVICE PROVIDER shall be relieved of its responsibilities for the PRODUCT repair.

If the modifications or attachments increase maintenance costs, SERVICE PROVIDER shall have the right to adjust accordingly the maintenance charges. CUSTOMER shall be responsible for the storage of any parts removed from the PRODUCT as a result of an attachment to or alteration in the PRODUCT and for restoring the PRODUCT to normal conditions when the attachment or alteration is removed.

LIMITATION OF SERVICE

A. This service agreement does not extend to defects resulting from improper use or unauthorized service by CUSTOMER, its employees or assigns. Damage resulting from improper use of the product is not covered by this agreement.

B. All services provided under this agreement will be performed during

SERVICE PROVIDER'S normal operating hours. For purposes of this agreement, SERVICE PROVIDER'S normal hours are 9:00 AM to 4:00 PM Eastern time Monday thru Friday excluding SERVICE PROVIDER'S standard holidays. An exact listing of SERVICE PROVIDER'S holiday schedule is available upon request.

C. The sole remedy for SERVICE PROVIDER'S liability with respect to services performed under this agreement shall be limited to the correction of any alleged defective services provided by the SERVICE PROVIDER. SERVICE PROVIDER shall in no event be liable for any incidental or consequential damages.

D. This agreement does not cover any parts that have malfunctioned due to excessive wear of the equipment. If the CUSTOMER chooses not to repair or replace the worn part(s), then the CUSTOMER becomes responsible for any and all damage caused by the part(s) or any related parts or components.

If the CUSTOMER decides to repair or replace the part(s), the CUSTOMER shall be responsible for the cost and labor of the repaired or replaced part(s) at the current specified labor rate.

E. CUSTOMER may review SERVICE PROVIDERS Maintenance & Repair Policy Statement found on SERVICE PROVIDERS website at <http://www.brailier.com/ftp/etcmaintenance-repairpolicy.pdf> A print or electronic copy of the Maintenance & Repair Policy Statement is available upon request.

INVOICES, PAYMENTS AND CHARGES

Annual maintenance charges shall begin on the effective date of this agreement and shall be invoiced in advance. Any other charges shall be invoiced at the time such charges are incurred. Invoices issued pursuant to the agreement shall be due and payable thirty (30) days after the date of the invoice.

Failure to pay invoices due within the terms stated herein relieves SERVICE PROVIDER of all responsibilities under this agreement. If invoices due remain unpaid for a period of sixty (60) days beyond the due date stated on the invoice, SERVICE PROVIDER reserves the right to terminate eligibility for coverage under the current and any future service agreement for PRODUCT.

After the SMA is purchased, there are no refunds available at any time.

If CUSTOMER sells an embosser currently under an annual SMA, then current SMA may be transferred from CUSTOMER to new owner. The current SMA terms and conditions and effective dates will remain the same. CUSTOMER must provide new owner contact information, in writing, to SERVICE PROVIDER within 30 days of embosser sale. SERVICE PROVIDER reserves the right to cancel current SMA, with no refund, if written notice of SMA transfer is not received from CUSTOMER.

LIMITATION OF REMEDY

A. In the performance of this agreement the SERVICE PROVIDER shall be liable only for the expense of providing the repairs and maintenance outlined in the service plan selected by CUSTOMER. No liability will arise if the performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond the SERVICE PROVIDER'S control.

B. CUSTOMER agrees that neither the SERVICE PROVIDER nor its agents and employees shall be liable for any loss or damage to the PRODUCT or other property, or injury or death of CUSTOMER'S agents, employees or customers arising in connection with the maintenance services provided by the SERVICE PROVIDER under this agreement unless such loss, damage, injury or death results solely from the negligence or misconduct of the SERVICE PROVIDER'S agents or employees.

C. SERVICE PROVIDER shall not be liable for any damages caused by delay in furnishing maintenance services or any other performance under this agreement. The sole and exclusive remedy for SERVICE PROVIDER'S liability of any kind, including liability for negligence with respect to maintenance services furnished under this agreement, shall be limited to the correction of any alleged defective maintenance service provided by SERVICE PROVIDER provided the maintenance was in fact defective. SERVICE PROVIDER shall in no event be liable for any incidental or consequential damages.

GENERAL PROVISIONS

A. There are no understandings, agreements, or representation, expressed or implied, not specifically stated in this agreement.

B. This agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except as provided herein or by a written amendment mutually executed by authorized agents of the parties hereto.

C. No action, regardless of form arising out of the transactions under this agreement may be brought by either party more than two (2) years after the cause of action was accrued.

D. Renewal of the agreement is not automatic and is a mutual responsibility shared by SERVICE PROVIDER and CUSTOMER. Offer of renewal of the agreement is at the sole discretion of the SERVICE PROVIDER.

E. In order for PRODUCT to be eligible for coverage under any service maintenance agreement, said PRODUCT must have been covered by the original warranty or a qualifying service agreement for the entire product life to date. Any lapse of coverage from the termination date of the original warranty exceeding 60 days will terminate eligibility for coverage under any future service agreement.

Enabling Technologies, Inc.
1601 NE Braille Place
Jensen Beach, Florida 34957 USA

Phone: 800-777-3687
Fax: 800-950-3687
Email: support@brailier.com

Service Plan Definitions:

Silver:

At the silver level one repair per annual SMA term is included. Customer pays shipping to the factory and return shipping via ground service is included in the agreement price. Also included is unlimited email support.

Gold:

At the gold level two repairs per annual SMA term is included. Customer pays shipping to the factory and return shipping via ground service is included in the agreement price. Also included is unlimited email support.

Platinum:

At the platinum level unlimited repairs per annual SMA term is included. Customer pays shipping to the factory and return shipping via ground service is included in the agreement price. Also included is unlimited email support.

Revised January 23, 2013.

**Texas State Library & Archives Commission
Purchase Requisition & Blanket/Non-PR Form**

RECEIVED

Fiscal Year 2016

NOV 19 2015

☐ Purchase Requisition (PR) ☒ Blanket/Non-PR*

LSTA # PURCHASING

Blanket PO # 306-

*CFO Signature not required for blankets.

PO # 306- 16-8291

Division Tracking # TBP 16-65

Previous PO #: 306 - 15-8393

Encumbrance Number: _____

Requested Delivery Date: _____

Vendor Name: Enabling Technologies Company

Address: 1601 NE Braille PL

City, State, Zip: Jensen Beach, FL 34957

Phone: (800) 777 DOTS 772-225-3299

Contact Name: _____

Email: _____

Vendor ID# : 15925034314000

DUNS: _____

SAM Expiration Date: _____

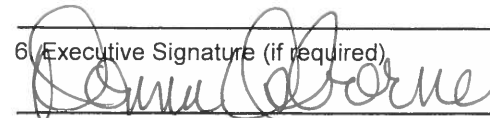
Item Description	Commodity Code	Qty	Unit	Unit Price	Total Amount	Index	Agency Object	Comp Object
Braille Printer Maintenance Agreements: Encumbrance Estimates 1/31/2015 through 1/30/2016 Romeo Pro LE; single sided Braille Embosser; RPLEW0027T RENEWAL OF EXISTING AGREEMENTS WILL BE SENT	<u>939-60</u> ✓ 939-60 <u>939-60</u>	1	each	585.00	585.00	43111	7054	7267

Subtotal	\$585.00
Shipping & Handling	
Grand Total	\$585.00

Special Instructions:

Division Proprietary Statement (to be filled out if service or commodity will not be competitively bid)


1. Requestor or Contract Manager Signature (always required)
Diana Rivera 3-2582

 11/18
6. Executive Signature (if required) Date
7. Chief Fiscal Officer (always required)* Date

Type name & phone number of Requestor or Contract Manager

**Texas State Library & Archives Commission
Purchase Requisition & Blanket/Non-PR Form**

[Signature] 11/5/2015
2. Purchasing Liaison Signature Date

Aura M. Smith 11-17-15
3. Division Director Signature (always required) Date

PJ Rodriguez, CTP 11/27/2016
Ordered by Date

1/31/2016 - 1/30/2017
Estimated Delivery Date

4. If IT related, send PR to Accessibility Team.

For Accessibility Team:

ADA Compliant: (Circle One) YES NO

5. Director or IRT (if required) Date

Received by (Signature) Date

CONFLICT OF INTEREST: Per Section 2155.003 of the Texas Government Code, by signing this PR, I certify that I have no interest in, or in any manner am personally connected with, the contract or bid to be awarded under this Purchase Requisition (PR) for the purchase of furnishing, supplies, materials, services, and/or equipment by TSLAC. I further certify that neither I nor any member of my family (spouse or dependent child), have nor will accept or receive from any person, firm or corporation to whom a contract or bid may be awarded, directly or indirectly, by rebate, gift, or otherwise, any money or other thing of value whatsoever, nor shall I/we receive any promise, obligation, or contract for future reward or compensation from any party. I acknowledge that I may be dismissed if it is discovered that I/we have violated the aforementioned statute.

If no vendor is designated by requestor on this PR, the Purchasing staff will notify all signatories for ratification of the above certification to ensure compliance with the statute.

Rev: 2/26/2015

Vendor Change Approvals:

Please initial and date accordingly

Purchasing Signature

Date

1. _____ 3. _____ 5. _____ 7. _____
2. _____ 4. _____ 6. _____